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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कोयला मंत्रालय

नई दिल्ली, 7 अक्टूबर, 2021

का.आ. 688.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 26 जून, 2021 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 372, तारीख 18 जून, 2021 को जारी, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर, महाराष्ट्र (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, कि इस प्रकार निहित भूमि 321.13 हेक्टर (लगभग) या 793.51 एकड़ (लगभग) माप वाली उक्त भूमि में या उस पर के सभी अधिकार तारीख 26 जून, 2021 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन और अन्य सुसंगत विधियों के अधीन यथा अवधारित सभी प्रतिकर, ब्याज, नुकसानियों और वैसे ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो।
- (4) सरकारी कंपनी के पास उक्त भूमि और उक्त भूमि में इस प्रकार निहित अधिकारों को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/02/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 7th October, 2021

S.O. 688.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 372, dated the 18th June, 2021, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 26th June, 2021, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the lands described in the schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas, the Central Government is satisfied that the Western Coalfields Limited, Nagpur, Maharashtra (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands measuring 321.13 hectares (approximately) or 793.51

acres (approximately) with all rights in or over the said lands so vested shall with effect from the 26th June, 2021 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:-

- (1) The Government company shall make all payments in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act and other relevant law ;
- (2) A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company ;
- (3) The Government company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested ;
- (4) The Government company shall have no power to transfer the aforesaid rights in the said lands so vested to any other persons without the prior approval of the Central Government ; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/02/2020-LA& IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 7 अक्टूबर, 2021

का.आ. 689.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 12 जून 2021 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 354, तारीख 4 जून, 2021 को जारी, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर, महाराष्ट्र (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित भूमि 397.083 हेक्टर (लगभग) या 981.192 एकड़ (लगभग) माप वाली उक्त भूमि में या उस पर के सभी अधिकार तारीख 12 जून, 2021 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् : -

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार और उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं ।

[फा. सं. 43015/16/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 7th October, 2021

S.O. 689.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 354, dated the 4th June, 2021, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 12th June, 2021, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the lands described in the schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas, the Central Government is satisfied that the Western Coalfields Limited, Nagpur, Maharashtra (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said lands measuring 397.083 hectares (approximately) or 981.192 acres (approximately) with all rights in or over the said lands so vested, shall with effect from the 12th June, 2021 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:-

- (1) The Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) A Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vesting, shall also be borne by the Government company;

- (3) The Government company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said land so vested;
- (4) The Government company shall have no power to transfer the lands to any other persons without the prior approval of the Central Government ; and
- (5) The Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/16/2019-LA& IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 7 अक्टूबर, 2021

का.आ. 690.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 12 जून, 2021 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 355, तारीख 10 जून, 2021 को जारी, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर, महाराष्ट्र (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, कि इस प्रकार निहित भूमि 654.618 हेक्टर (लगभग) या 1617.56 एकड़ (लगभग) माप वाली उक्त भूमि में या उस पर के अधिकार तारीख 12 जून, 2021 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन और अन्य सुसंगत विधियों के अधीन यथा अवधारित सभी प्रतिकर, ब्याज, नुकसानियों और वैसे ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार और उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो।

- (4) सरकारी कंपनी के पास उक्त भूमि और उक्त भूमि में इस प्रकार निहित अधिकारों को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/07/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 7th October, 2021

S.O. 690.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 355, dated the 10th June, 2021, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 12th June, 2021, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights in or over the lands described in the schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas, the Central Government is satisfied that the Western Coalfields Limited, Nagpur, Maharashtra (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby direct that the said land measuring 654.618 hectares (approximately) or 1617.56 acres (approximately) with rights in or over the said lands so vested, shall with effect from the 12th June, 2021 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely: -

- (1) The Government company shall make all payments in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act and other relevant law ;
- (2) A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company ;
- (3) The Government company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested ;
- (4) The Government company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other persons without the prior approval of the Central Government ; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/07/2020-LA& IR]

RAM SHIROMANI SAROJ, Dy. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 23 सितम्बर, 2021

का.आ. 691.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय एवं औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ सं. सीआईटीआर 03/2017, सीआईएस 07/2017) प्रकाशित करती है।

[सं. एल-12012/92/2016-आईआर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd September, 2021

S.O. 691.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CITR 03/2017, CIS 07/2017) of the Labour Court and Industrial Tribunal, Ajmer shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workman.

[No. L-12012/92/2016-IR(B-II)]

RAJENDER SINGH, Under Secy.

अनुबंध**श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर****पीठासीन अधिकारी—श्री रमाकांत शर्मा, आर.एच.जे.एस****प्रकरण संख्या—सी आई टी आर 03/17****सी आई एस नं. 07/2017**

शैलेंद्र सिंह पुत्र स्व० श्री धनसिंह जरिये श्री रामचंद्र वर्मा
प्रसीडेंट अजमेर जिला असंगठित श्रमिक संघ
306/34 गुर्जर टीला नगरा अजमेर राज.

...प्रार्थी

बनाम

1. दी चेयरमैन एंड मैरजिंग डायरेक्टर, बैंक ऑफ बड़ौदा, हैड ऑफिस, मांडवी वडोदरा
2. रीजनल मैनेजर, बैंक ऑफ बड़ौदा रीजनल ऑफिस 239,
कैपटेन दुर्गा प्रसाद चौधरी मार्ग वैशाली नगर, अजमेर

...अप्रार्थीगण

उपस्थिति

प्रार्थी की ओर से : श्री गौरव उपमन्यु, अधिवक्ता ।

अप्रार्थीगण की ओर से : श्री हरजीत शर्मा, अधिवक्ता ।

—: अवार्ड :—

दिनांक : 30.7.2021

1. केंद्र सरकार द्वारा प्रेषित रेफरेंस सं. एल 12012/92/2016—आई आर बी—11 दिनांक 20.2.2017 निम्नानुसार वास्ते अधिनिर्णयार्थ इस अधिकरण को प्रेषित किया गया है:—

“Whether the demand of Sh. Shailendra Singh s/o Late Sh. Dhan Singh Koli Dholbhata Road, Ajmer of providing compassionate appointment from the management of Chairman and Managing Director, Bank of Baroda and others is legal and justified? If not, then to what relief the applicant is entitled to and from which date?”

2. प्रार्थी द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम के संक्षेप में तथ्य इस प्रकार है कि प्रार्थी आठवीं कक्षा पास बेरोजगार है उसके स्वर्गीय पिता अप्रार्थी संस्थान में स्थायी नियमित चतुर्थ श्रेणी कर्मचारी के पद पर दि.20.4.1982 से 20.6.02 तक

कार्य करते हुए 2002 में निधन हो गया । जिसके पश्चात् प्रार्थी ने अनुकंपात्मक नियुक्ति हेतु आवेदन पत्र वरिष्ठ शाखा प्रबंधक को पेश किया क्योंकि उसके पिता अपने पीछे पत्नी तीन पुत्र तथा दो पुत्रिया छोड़ गये जिनके पालन पोषण का भार प्रार्थी पर था । सहायक प्रबंधक अप्रार्थी संस्थान द्वारा लिखित रूप से यह बताया गया कि पचास वर्ष की आयु तक पहुंचने के पहले यदि कर्मचारी की मृत्यु हो जाती है तो उस परिस्थिति में आश्रित नौकरी या वित्तीय सहायता का विकल्प देने के लिए स्वतंत्र है जिस पर प्रार्थी ने नियुक्ति के लिए अप्रार्थी संस्थान में आवेदन कर दिया । फिर दि.27.10.04 को वरिष्ठ शाखा प्रबंधक ने एक पत्र के साथ मृतक कर्मचारियों के आश्रितों को नियुक्ति एवं वित्तीय सहायता बाबत नियमावली भेजी और निर्धारित प्रपत्र भेजा जो प्रार्थी ने भरकर पेश कर दिया उस नियमावली में भी पचास वर्ष से कम आयु पर नौकरी और अधिक आयु पर वित्तीय सहायता के बारे में आदेश थे तथा साठ प्रतिशत से कम मासिक आय कर्मचारी के अंतिम वेतन का मासिक आय होना बताया था । आवेदन के बाद अप्रार्थीगण ने कोई कार्यवाही नहीं की । तब प्रार्थी ने अपने वकील के जरिये नोटिस भेजा तो अप्रार्थीगण ने दि.13.1.07 को नौकरी देने से मना कर दिया व छः लाख/साठ हजार रु.स्वीकृत कर देने की पेशकश की जिसे प्रार्थी व उसकी माता ने नहीं लिये । प्रार्थी ने माननीय उच्च न्यायालय में भी एक याचिका पेश की थी जिसके बाद में समझौता अधिकारी ने वार्ता विफल होने से विवाद इस न्यायालय को प्रेषित कर दिया । क्लेम के पैरा सं.10 में अप्रार्थीगण द्वारा अनुकंपा नौकरी नहीं देने के कारणों का उल्लेख करते हुए जाहिर किया है कि अप्रार्थी की स्कीम रिक्वाइमेंट नियमों के अंतर्गत नियुक्ति हेतु जिन कर्मचारियों का निधन पचास वर्ष से कम उम्र में हो उसके आश्रितों को अनुकंपात्मक नियुक्ति दिया जाना तय था लेकिन अप्रार्थीगण ने नियमों की पालना नहीं की । मृतक कर्मचारियों की मृत्यु के बाद मिल रही पेंशन व अन्य आमदनी के साधनों से प्राप्त हो रही समस्त आय उस कर्मचारी के मृत्यु के समय मिल रही कुल वेतन का साठ प्रतिशत से अधिक नहीं होगा तब ही उसके आश्रितों को नौकरी दी जा सकती है । उक्त नियम में भी प्रार्थी और उसके परिवार की वर्तमान आय भी पिता के मृत्यु के समय मिल रहे वेतन का साठ प्रतिशत नहीं है । जो प्रार्थी पर लागू नहीं होता क्योंकि प्रार्थी और उसके परिवार की आय कम है । अप्रार्थीगण ने अपने नियमों की अनदेखी की है । प्रार्थी पैरों से चालीस प्रतिशत विकलांग होने से विकलांग कोटे में भी नियमानुसार नियुक्ति पाने का हकदार है । जिसे भी अप्रार्थीगण ने अनदेखा किया है । अनुकंपा के आधार पर अप्रार्थीगण ने प्रार्थी के परिवार के किसी सदस्य को नौकरी नहीं दी । छः लाख रुपये दिये गये जबकि बैंक के नियमों में स्पष्ट लिख है कि जिन कर्मचारियों का निधन पचास वर्ष की उम्र के बाद होने पर ही उन्हें नियमानुसार आर्थिक सहायता देने का प्रावधान है । अप्रार्थीगण ने नियमों की अनदेखी का अन्याय किया है । अंत में प्रार्थी का स्टेटमेंट ऑफ क्लेम स्वीकार करते हुए 20.6.02 से समस्त वेतन भत्ते परिलाभ व चयनित वेतनमान आदि दिलवाये जाते हुए सेवा में निरंतरता सहित लिये जाने का अवार्ड प्रार्थी के पक्ष में पारित करने की प्रार्थना की है । समर्थन में स्वयं का शपथ पत्र भी पेश किया है ।

3. अप्रार्थीगण द्वारा संशोधित जवाब प्रस्तुत किया जिसके संक्षेप में तथ्य इस प्रकार है कि अप्रार्थी संस्थान एक निकाय है जिसमें कार्यरत अधिकारी व कर्मचारी का कोई व्यक्तिगत निर्णय नहीं होता और केंद्र सरकार द्वारा जारी नियमों की ही पालना की जाती है । प्रार्थी पर की गयी कार्यवाही भी नियमानुसार की गयी है । प्रार्थी ने अविधिक लाभार्जन के लिए क्लेम पेश किया है जो प्रथम दृष्टया खारिज होने योग्य है । प्रार्थी के मामले में प्रासांगिक नियमों के अनुसार मृतक कर्मचारी के आश्रितों को अनुकंपा के आधार पर नियुक्ति देने की योजना दायरे में नहीं आता इसलिए बैंक द्वारा प्रस्तुत प्रार्थी के मामले पर अग्रिम कार्यवाही को अंतिम रूप दिया है इसके बाद भी प्रार्थी गैर कानूनी रूप से क्लेम लेकर आया है जो खारिज होने योग्य है । प्रार्थी दसवी पास है बैंक के नियमानुसार प्रार्थी की योग्यता सब स्टाफ पद के लिए अपात्र मानती है इसलिए स्वयं को आठवी पास होने का कथन क्लेम में किया है । मृतक कर्मचारी के आश्रितों को भविष्य निधि, ग्रेच्युटी और अन्य सुविधाओं पेंशन आदि सारी राशि का भुगतान अप्रार्थी ने कर दिया है । अप्रार्थी बैंक के नियम दि.9.12.05 के तहत प्रार्थी किसी भी परिस्थिति में नियुक्ति का हकदार नहीं है । अप्रार्थी द्वारा नियमानुसार छः लाख रुपये व पी एफ ग्रेच्युटी के दो लाख सोलह हजार चार सौ सात रुपये वित्तीय राहत स्वीकृत कर दी गयी है और मृतक की पत्नी प्रतिमाह 3364/—रु.पेंशन ले रही है । माननीय सर्वोच्च न्यायालय द्वारा यूनियन बैंक ऑफ इंडिया एवं अन्य बनाम लांथेश एस स सी 2006 वाल्यूम 6 पेज 350 में दिये गये दिशा निर्देश अनुसार बैंक में अनुकंपा नियुक्ति को रोकता है इसलिए प्रार्थी का क्लेम खारिज होने योग्य है । प्रार्थी का प्रकरण कालबाधित है जिसका कोई स्पष्टीकरण नहीं है व देरी अक्षम्य है । अंत में प्रार्थी का क्लेम खारिज करने की प्रार्थना की है । समर्थन में श्री अभय थपलियाल अधिकारी अप्रार्थी संस्थान का शपथ पत्र भी पेश किया है ।

4. प्रार्थी ने अपनी मौखिक साक्ष्य में पी डब.1 स्वयं शैलेंद्रसिंह को परीक्षित करवाया एवं दस्तावेजी साक्ष्य में प्रदर्श डब.1 लगायत 17 फोटो कॉपी प्रस्तुत कर प्रदर्शित करवाये है । जबकि अप्रार्थी की ओर से मौखिक साक्ष्य में एन ए डब.1 चंद्रपालसिंह, मुख्य प्रबंधक, एन ए डब.2 अभय थपलियाल, अप्रार्थी संस्थान को परीक्षित करवाया । एन एडब.3 विजय सुलेख का भी मौखिक साक्ष्य हेतु शपथ पत्र प्रस्तुत हुआ है किंतु जिरह में उपस्थित नहीं आने के कारण उनका शपथ पत्र अपठनीय है । अप्रार्थी द्वारा दस्तावेजी साक्ष्य प्रदर्श एम-1 लगायत 18 दस्तावेजों की फोटो प्रतियां प्रस्तुत कर प्रदर्शित करवायी गयी है ।

5. बहस अंतिम सुनी गयी । विद्वान अधिवक्ता प्रार्थी के अपने स्टेटमेंट ऑफ क्लेम के तथ्यों की पुनरावृत्ति करते हुए तर्क दिये है कि प्रार्थी के पिता अप्रार्थी सं.2 के कार्यालय में स्थाई व नियमित चतुर्थ श्रेणी कर्मचारी के पद पर कार्यरत थे जिनका वर्ष 2002 में निधन हो गया । निधन के समय उनकी आयु पचास वर्ष से कम थी । प्रार्थी ने तत्समय अनुकंपात्मक नियुक्ति के लिए प्रभावी नियमों के तहत अपने पिता के स्थान पर नियुक्ति दिये जाने के लिए आवेदन अप्रार्थीगण के यहां पेश किया लेकिन काफी समय तक उस पर कोई कार्यवाही अप्रार्थीगण द्वारा नहीं की गयी । प्रार्थी ने वर्ष 2006 में अपने अधिवक्ता के जरिये एक नोटिस अप्रार्थीगण को भिजवाया उसके बाद अप्रार्थीगण के द्वारा दि.13.1.07

को एक पत्र भेजकर प्रार्थी को नौकरी देने से इंकार कर दिया और छः लाख रुपये वित्तीय सहायता देने की पेशकश की जिसको प्रार्थी व उसकी माता ने अस्वीकार कर दिया । प्रार्थी के द्वारा एक रिट याचिका भी माननीय उच्च न्यायालय में प्रस्तुत की गयी थी लेकिन बाद में समझौता अधिकारी के यहां प्रार्थना पत्र पेश करने पर उसको विद्धा कर लिया उनका यह भी तर्क रहा है कि प्रार्थी अनुकंपात्मक नियुक्ति देने के लिए नियमों के तहत पूरी तरह से पात्र था । उसके बावजूद भी अप्रार्थीगण ने अभी तर्क प्रार्थी को अनुकंपात्मक नियुक्ति नहीं दी है बल्कि वित्तीय सहायता देने का निर्णय लिया है जो विधि के विरुद्ध है । प्रार्थी कक्षा आठवी तक पढा लिखा है उसके बाद प्रार्थी ने कोई अध्ययन नहीं किया है । प्रार्थी के परिवार की आर्थिक स्थिति बहुत दयनीय है स्वयं प्रार्थी विकलांग है । उनका यह भी तर्क रहा है कि अधिकरण जो रेफरेंस राज्य सरकार या केंद्र सरकार के द्वारा उसको निर्देशित किया जाता है उनके अनुबंधों से अधिक अधिनिर्णय नहीं दे सकता । मियाद के बिंदु का प्रश्न तय करने के लिए कोई निर्देश केंद्र सरकार के द्वारा इस अधिकरण को नहीं दिया गया है । प्रार्थी विधि अनुसार अनुकंपात्मक नियुक्ति पाने का अधिकारी है इसलिए उसकी ओर से प्रस्तुत क्लेम स्वीकार किया जावे । अपने तर्कों के समर्थन में निम्नलिखित न्यायिक दृष्टांत भी प्रस्तुत किये गये हैं:-

1. 2000 डब एल सी राज. यू सी पेज 445 स्टेट बनाम लाला व अन्य,
2. माननीय मद्रास उच्च न्यायालय का निर्णय दि.27.12.2013 रिट पिटीशन नं.3271/18 मिसेज पुंगोद बनाम दी चीफ जनरल मेनेजर एसबीआई वगै. ।

6. खंडन में विद्वान अधिवक्ता अप्रार्थीगण के अपने जवाब स्टेटमेंट ऑफ क्लेम एवं लिखित बहस के तथ्यों की पुनरावृत्ति करते हुए तर्क दिये हैं कि प्रार्थी के द्वारा अपने पिता की मृत्यु के लगभग चौदह साल बाद क्लेम पेश किया है जो अवधि बाधित है । प्रार्थी ने जिस समय अनुकंपात्मक नियुक्ति देने के लिए अप्रार्थी बैंक के यहां पेश किया था उस वक्त दि.18.8.98 के परिपत्र प्रदर्श एम-7 प्रभावशील था उसमें सब स्टाफ कैंडर जिस क्लॉस फोर भी सम्मिलित होता है कि शैक्षणिक योग्यता निर्धारित की गयी थी जिसके अनुसार आवेदक का आठवीं कक्षा से अधिक अध्ययन नहीं होना चाहिए था जबकि प्रार्थी ने अपने आवेदन पत्रों के साथ प्रदर्श एम-4 माध्यमिक शिक्षा बोर्ड राजस्थान की सैकेंड्री परीक्षा वर्ष 1999 की अंकतालिका संलग्न की थी और स्वयं को आठवीं कक्षा से अधिक शिक्षित बताया था तथा नोटिस प्रदर्श-12 में भी प्रार्थी ने स्वयं को आठवीं कक्षा से अधिक शिक्षित होना बताया है जो स्वयं प्रार्थी का ही दस्तावेज है । इसलिए प्रार्थी अनुकंपात्मक नियुक्ति के लिए पात्र नहीं था स्वयं प्रार्थी ने अपने क्लेम के समर्थन में बैंक में वर्ष 2004 प्रदर्श डब.9 परिपत्र पेश किया है उसमें भी यह शर्त थी कि आवेदक आठवी कक्षा से अधिक शिक्षित नहीं होना चाहिए । प्रार्थी का आवेदन पत्र बैंक के समक्ष विचाराधीन होने के दौरान ही एक और परिपत्र दि.2.2.06 को अप्रार्थी बैंक के द्वारा पारित किया गया था जिसके अनुसार प्रार्थी छः लाख रुपये एक्सग्रेसिया राशि पाने का अधिकारी था उक्त वित्तीय सहायता प्रार्थी को देने के लिए अप्रार्थीगण के द्वारा प्रदर्श एम-1 पत्र भिजवाया गया । जिसको प्रार्थी की माता ने लेने से इंकार कर दिया बैंक के द्वारा प्रार्थी के पिता की मृत्यु होने पर नियमानुसार भविष्य निधि, ग्रेच्युटी का भुगतान कर दिया गया था और प्रार्थी की माता पेंशन भी प्राप्त कर रही है । उसने यह भी तर्क रहा है कि कोई भी व्यक्ति अनुकंपात्मक नियुक्ति की अधिकार स्वरूप मांग नहीं कर सकता है बल्कि अनुकंपात्मक सहानुभूति के आधार पर दी जाती है । चूंकि प्रार्थी शैक्षणिक योग्यता नियमों के अनुसार जो निर्धारित की गयी थी उससे अधिक अध्ययन की थी इसलिए बैंक ने नियमों के अनुसार ही प्रार्थी को अनुकंपात्मक नियुक्ति का अधिकारी होना नहीं माना है । प्रार्थी केवल वित्तीय सहायता प्राप्त करने का अधिकारी है अप्रार्थीगण द्वारा बैंक पालिसी/परिपत्रों की अक्षरशः पालना की गयी है । इसलिए उसकी ओर से प्रस्तुत क्लेम सारहीन होने से खरिज होने योग्य है । अपने तर्कों के समर्थन में निम्नलिखित न्यायिक दृष्टांत भी प्रस्तुत किये गये हैं:-

1. ए आई आर 2004 सुप्रीम कोर्ट 4155 पी एन बी व अन्य बनाम अश्वनी कुमार तनेजा,
2. 2007 ए आई आर एस सी डब.1571 एस बी आई व अन्य बनाम सोमवीरसिंह,
3. 2019 2ए आई आर कर्नाटका 665 श्री नारायण शेरिगारा बनाम कर्नाटका पावर ट्रांसमिशन कार. लि. व अन्य ।

7. बहस अंतिम में उभयपक्षकारान् की ओर से दिये गये तर्कों पर मनन किया गया तथा उभयपक्षकारान् द्वारा प्रस्तुत न्यायिक दृष्टांतों का व पत्रावली का गंभीरतापूर्वक अवलोकन किया ।

8. इस मामले में विद्वान अधिवक्ता अप्रार्थीगण का प्रमुख रूप से यह तर्क रहा है कि बैंक के द्वारा तत्समय प्रभावी परिपत्र एवं बैंक द्वारा निर्धारित पालिसी की पालना करते हुए प्रार्थी को अनुकंपात्मक नियुक्ति दिये जाने के बजाय वित्तीय सहायता छः लाख रुपये देना तय किया गया था जो बावजूद सूचना के प्रार्थी व उसकी मां ने लेने से इंकार कर दिया तथा प्रार्थी ने जब अनुकंपात्मक नियुक्ति के लिए आवेदन पत्र पेश किया था उस वक्त दि.18.8.98 का परिपत्र प्रदर्श एम-7 प्रभावी था और उसमें जो शैक्षणिक योग्यता सब स्टाफ कैंडर हेतु निर्धारित की गयी थी उसके अनुसार आवेदक आठवीं कक्षा से अधिक अध्ययन किया हुआ नहीं होना चाहिए था जबकि प्रार्थी ने वर्ष 1999 में दसवीं कक्षा की परीक्षा दी थी जिसमें वह आंशिक रूप से पास हुआ था इसलिए प्रार्थी के पक्ष में कोई मामला नहीं बनता है । उक्त तर्कों के संदर्भ में पत्रावली पर उपलब्ध मौखिक व दस्तावेजी साक्ष्य का अवलोकन करने पर यह प्रकट होता है कि प्रार्थी के पिता बैंक ऑफ बड़ौदा अजमेर में चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्त थे जिनकी सेवा में रहते हुए दि.20.6.02 को मृत्यु हो गयी । प्रार्थी के द्वारा अनुकंपात्मक नियुक्ति के लिए प्रार्थना पत्र दि.16.6.03 को शाखा प्रबंधक अजमेर के समक्ष प्रस्तुत कर दिया तत्समय परिपत्र सं. एचओ :बी आर 90/242 दि.18.8.98 प्रभावी था और अप्रार्थीगण ने प्रार्थी को अनुकंपा नियुक्ति न देकर दि.4.12.06 को मृतक धनसिंह की पत्नी इंद्रा देवी को प्रदर्श एम-1पत्र छः लाख रुपये की वित्तीय

सहायता दिये जाने के लिए प्रेषित किया जिसको प्रार्थी की मां के द्वारा अस्वीकार कर दिया गया। प्रदर्श एम-1 के अवलोकन से यह प्रकट होता है कि प्रदर्श एम-1 में जो अनुकंपात्मक नियुक्ति के स्थान पर वित्तीय सहायता देने का निर्णय लिया गया वह परिपत्र सं.बी सी सी :बी आर:98/21 दि.2.2.06 को आधार मानकर लिया गया था चूंकि उस परिपत्र का उल्लेख प्रदर्श-1 में है। स्वयं अप्रार्थीगण के द्वारा प्रस्तुत साक्षी एन ए डब.1 चंद्रपालसिंह ने प्रतिपरीक्षण में यह माना है कि प्रार्थी ने अनुकंपात्मक नियुक्ति के लिए दि.20.6.03 को आवेदन किया था और इस बात को सही होना माना है कि प्रदर्श डब.6 बैंक के द्वारा जारी किया गया था और उक्त पत्र में अनुकंपात्मक नियुक्ति अथवा मुआवजा दिये जाने के विकल्प दिये गये हैं तथा एन ए डब.2 श्री अभय थपलियाल (टाईप की त्रुटि से एन ए डब.1 अंकित हो गया) ने जिरह में यह भी कहा है कि अनुकंपात्मक नियुक्ति व मुआवजे हेतु शर्तें आवश्यक हैं जिनकी पालना किया जाना आवश्यक है 1998 के परिपत्र में यह नियम है कि सब स्टाफ के लिए आठवीं कक्षा से अधिक शिक्षित नहीं होना चाहिए जबकि प्रार्थी ने हाई स्कूल का प्रमाण पत्र पेश किया था इस प्रकार इन दोनों गवाहों ने आवेदन पत्र पेश करते समय प्रार्थी का कक्षा आठ से अधिक पढ़ा हुआ होना बताया है और एन ए डब.2 के अनुसार आठवीं कक्षा से ज्यादा पढ़ा हुआ होने के कारण प्रार्थी को नियुक्ति नहीं देना कहा है तथा विद्वान अधिवक्ता अप्रार्थीगण ने भी लिखित बहस के ज्ञापन में सरक्यूलर दि.18.8.98 प्रदर्श एम-7 तथा परिपत्र सं.एच ओ बी आर 96/59 दिनांक 10.3.04 प्रदर्श-9 में दी गयी शैक्षणिक योग्यता से अधिक शैक्षणिक योग्यता होने के कारण प्रार्थी को नियुक्ति का पात्र होना नहीं बताया है। पत्रावली पर उपलब्ध दस्तावेज प्रदर्श एम-4 से तथा स्वयं प्रार्थी की ओर से प्रदर्शित दस्तावेज प्रदर्श डब.12 जवाब नोटिस के अवलोकन से यह स्पष्ट है कि अनुकंपात्मक नियुक्ति के लिए आवेदन पेश करते समय आठवीं कक्षा से अधिक शिक्षित था यद्यपि वह दसवीं की परीक्षा में आंशिक रूप से पास हुआ था। इसलिए प्रार्थी के द्वारा मुख्य परीक्षण में किया गया यह कथन कि वह आठवीं कक्षा तक शिक्षित है सत्य होना नहीं पाया है लेकिन प्रदर्श एम-1 पत्र दि.4.12.06 में कहीं भी इस तथ्य का उल्लेख नहीं है कि प्रार्थी परिपत्र दि.18.8.98 व दिनांक 10.3.04 में सब स्टाफ के लिए दी गयी शैक्षणिक योग्यता से अधिक शैक्षणिक योग्यता रखता हो इस कारण से उसको अनुकंपात्मक नियुक्ति के लिए पात्र होना नहीं पाया गया हो बल्कि प्रदर्श एम-1 में परिपत्र दि.2.2.06 प्रदर्श एम-2 का उल्लेख है जिसके अनुसार केवल मृतक कर्मचारियों के आश्रितों को अनुकंपा आधार पर अनुग्रह स्वरूप वित्तीय सहायता योजना दिये जाने का उल्लेख किया है इसलिए अप्रार्थीगण की ओर से प्रस्तुत साक्षी एन ए डब.2 के द्वारा किये गये यह कथन कि प्रार्थी आठवीं कक्षा से अधिक शैक्षणिक योग्यता रखता था इस कारण से प्रार्थी को अनुकंपात्मक नियुक्ति नहीं दी गयी तथा विद्वान अधिवक्ता अप्रार्थीगण की ओर से दिया गया यह तर्क कि प्रार्थी आठवीं कक्षा से अधिक शिक्षित होने के कारण अनुकंपा नियुक्ति के लिए पात्र नहीं था, सारहीन होना पाया जाता है बल्कि स्वयं अप्रार्थीगण की ओर से प्रस्तुत साक्षी एन ए डब.2 के कथनों से यह स्पष्ट होता है कि प्रार्थी के द्वारा जब अनुकंपात्मक नियुक्ति के लिए आवेदन पत्र पेश किया था उस समय वर्ष 1998 का परिपत्र प्रभाव में था और परिपत्र 2004 के अनुसार भी प्रार्थी अनुकंपात्मक नियुक्ति या वित्तीय सहायता अपनी इच्छानुसार प्राप्त करने का अधिकारी था।

9. यहां यह तथ्य भी उल्लेखनीय है कि सामान्यतः केंद्र सरकार या किसी भी राज्य सरकार के द्वारा किसी भी पद के लिए नियुक्ति हेतु विज्ञापित जारी की जाती है उसमें आवेदक की न्यूनतम शैक्षणिक योग्यता निर्धारित की जाती है। न्यूनतम शैक्षणिक योग्यता से अधिक शिक्षित होने पर आवेदक को नियोग्य नहीं ठहराया जाता है और ऐसे कई मामले जिनमें न्यूनतम निर्धारित शैक्षणिक योग्यता से अधिक शैक्षणिक योग्यता रखने वाले व्यक्ति नियुक्ति के लिए आवेदन पत्र पेश करते हैं अक्सर समाचार पत्रों में पढ़ने को मिलता है। इस मामले में बैंक के द्वारा जारी परिपत्र दि.18.8.1998 व दि.10.3.2004 का है जिसमें सब स्टाफ के लिए जो शैक्षणिक योग्यता निर्धारित की गयी है उसमें यह शर्त लगायी गयी है कि आवेदक आठवीं कक्षा से अधिक शिक्षित नहीं होना चाहिए वह व्यवहारिक रूप से असहज लगती है क्योंकि अधिक से अधिक शिक्षा प्राप्त करना हर व्यक्ति का अधिकार है और हर व्यक्ति यह चाहता है कि वह अधिक से अधिक शिक्षित हो। हालांकि इस मामले में प्रदर्श एम-1 पत्र दि.4.12.06 में ऐसा कोई उल्लेख नहीं है कि अधिक शैक्षणिक योग्यता रखने के कारण प्रार्थी को अनुकंपा नियुक्ति के लिए पात्र नहीं माना गया हो।

10. जहां तक विद्वान अधिवक्ता अप्रार्थीगण के द्वारा दिये गये इस तर्क का प्रश्न है कि प्रार्थीगण के द्वारा प्रस्तुत क्लेम अवधि बाधित है, माननीय राज0 उच्च न्यायालय के द्वारा न्यायिक दृष्टांत डब एल सी (राज0) यू सी पेज 445 स्टेट ऑफ राज. बनाम लीला एंड अदर्स में यह माना है कि अधिनिर्णय निर्देश के अनुबंधों से अधिक नहीं हो सकता तथा न्यायिक दृष्टांत 2019 एल एल आर पेज 273 बांबे हाईकोर्ट अशोक यू निकम बनाम टाटा पावर कंपनी लि. में भी यह अभिमत दिया गया है कि श्रम न्यायालय का अधिनिर्णय रेफरेंस में दी गयी शर्तों के अनुसार ही सीमित होगा। न्यायिक दृष्टांत 2006 4 आर एल डबल्यू पेज 3028 स्टेट ऑफ राज. बनाम हरिश्चंद्र शर्मा वगैरों के मामले में भी माननीय उच्च न्यायालय के द्वारा यह माना है कि औद्योगिक अधिकरण की अधिकारिता रेफरेंस के अनुबंधों तक ही सीमित है। इस मामले में जो रेफरेंस केंद्र सरकार के द्वारा इस अधिकरण को अधिनिर्णयार्थ प्रेषित किया गया है उसमें यह बिंदु अंतर्विलित नहीं है कि क्या प्रार्थी के द्वारा प्रस्तुत मामला अवधि बाधित है या नहीं? इसके अतिरिक्त स्वयं अप्रार्थीगण की ओर से प्रस्तुत साक्षी एन ए डब.1 की जिरह से यह स्पष्ट है कि प्रार्थी ने अनुकंपात्मक नियुक्ति के लिए आवेदन पत्र दि.20.6.03 को अप्रार्थी सं.2 बैंक के समक्ष पेश कर दिया और प्रार्थी के पिता की मृत्यु दि.20.6.02 को होना निर्विवादित तथ्य है इसलिए विद्वान अधिवक्ता अप्रार्थीगण के द्वारा दिया गया उक्त तर्क भी सारहीन होना पाया जाता है। विद्वान अधिवक्ता अप्रार्थीगण के द्वारा प्रस्तुत न्यायिक दृष्टांतों में पारित अभिमत से मैं सादर सहमत हूँ लेकिन हस्तगत मामले के तथ्य भिन्न होने के कारण उनके द्वारा प्रस्तुत उक्त न्यायिक दृष्टांत इस मामले में उनकी कोई सहायता प्रदान नहीं करते क्योंकि न तो प्रार्थी के आवेदन पत्र के आधार पर उसको अनुकंपात्मक नियुक्ति नहीं देकर वित्तीय सहायता देने का निर्णय इस आधार पर लिया गया कि मृतक के परिवार को आर्थिक रूप से कोई परेशानी नहीं है और वह आर्थिक रूप से सक्षम है न ही ऐसे कोई आधार लिया गया कि क्लास फोर का कोई पद अप्रार्थीगण के यहां रिक्त ही नहीं है इसलिए प्रार्थी को नियुक्ति

नहीं दी जा सकती हो। अतः उपरोक्तानुसार मेरे विनम्र मत में प्रार्थी अपना प्रकरण साबित करने में सफल रहा है। अतः प्रार्थी के द्वारा अप्रार्थीगण के समक्ष अनुकंपात्मक नियुक्ति के लिये की गयी मांग उचित एवं न्यायपूर्ण है। अतः प्रार्थी का क्लेम उपरोक्तानुसार ही स्वीकार किये जाने योग्य है। तदनुसार ही केंद्र सरकार द्वारा प्रेषित विवाद का उत्तर प्रेषित किये जाने योग्य है।

—: आदेश :-

11. एतद्वारा केंद्र सरकार द्वारा प्रेषित उक्त रेफरेंस का उत्तर इस प्रकार से दिया जाता है कि प्रार्थी श्री शैलेंद्रसिंह पुत्र स्व. श्री धनसिंह कोली धोलाभाटा रोड, अजमेर द्वारा प्रबंधन चैयरमैन एंड मैनेजिंग डायरेक्टर, बैंक ऑफ बड़ौदा व अन्य के समक्ष अनुकंपात्मक नियुक्ति बाबत उठायी गयी मांग विधिअनुसार एवं न्यायसंगत है। खर्चा पक्षकारान् अपना-अपना वहन करेंगे।

रमाकांत शर्मा, न्यायाधीश

नई दिल्ली, 5 अक्टूबर, 2021

का.आ. 692.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 160/2018) को प्रकाशित करती है।

[सं. एल-12011/61/2018-आईआर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th October, 2021

S.O. 692.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 160/2018 of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Ahmedabad shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12011/61/2018-IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Radha Mohan Chaturvedi, Presiding Officer

Dated 14th September, 2021

Reference (CGITA) No. - 160/2018

1. The Deputy General Manager,
Bank of Baroda,
Regional Office, Radhanpur Road,
Mehsana (Gujarat)
2. The Branch Manager,
Bank of Baroda,
Palanpur Char Rasta Branch,
Palanpur (Gujarat)

V/s

... First Parties

The General Manager,
Shramjivi Kamdar Sangh,
Pilambar Mehta Madh, Moti Bazar,
Palanpur (Gujarat)

... Second Party

For the First Parties : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-12011/61/2018-IR (B-II) dated 06.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of Bank of Baroda in orally terminating the service of Shri Chaganbhai R. Desai w.e.f. 15.01.2012 allegedly working from 09.02.2008 without following the due provisions of Section 25 (F) of the Industrial Dispute Act, 1947 is legal and justified? If not, what relief the concerned workman is entitled to and to what extent?”

1. The reference was received in this Tribunal on 30th November, 2018. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 2 and half years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute his claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2021

का.आ. 693.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 92/2018) को प्रकाशित करती है।

[सं. एल-12012/27/2018-आईआर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th October, 2021

S.O. 693.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 92/2018 of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Ahmedabad shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12012/27/2018-IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :** Radha Mohan Chaturvedi, Presiding OfficerDated 14th September, 2021**Reference (CGITA) No. - 92/2018**

1. The Branch Manager,
Bank of Baroda,
Sihor Branch, Sihor,
Bhavnagar (Gujarat)

2. The Regional Manager,
Bank of Baroda,
Regional Office, B/h Head Post Office, M.G. Road,
Rajkot (Gujarat)

... First Parties

V/s

Shri Ashwingiri Shantigiri Goswami,
Mota Chowk, Rajgor Street,
Sihor,
Bhavnagar (Gujarat) - 364240

... Second Party

For the First Parties : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-12012/27/2018-IR (B-II) dated 15.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of reinstatement in service of Sweeper/Peon with continuity of service and with full back wages and other consequential benefits by Shri Ashwingiri Shantigiri Goswami, Ex-Peon against the Regional Manager, Bank of Baroda, Rajkot (Gujarat) and Branch Manager, Bank of Baroda, Sihor Branch, Bhavnagar (Gujarat) is justified? If yes, then what relief Shri Ashwingiri Shantigiri Goswami is entitled to and what other direction is necessary in the matter?”

1. The reference was received in this Tribunal on 30th October, 2018. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 2 and half years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute his claim or the said dispute is no more in existence.

4. It is therefore just & proper to pass an award considering “no dispute” between the parties.

5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2021

का.आ. 694.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष, 61 उप-क्षेत्र छनिकारा कैटीन संगठन, मुख्यालय 61, उप-क्षेत्र, कैटीन सेल, स्टेशन मुख्यालय के पास, जयपुर, चिंकारा मार्ग, सैन्य स्टेशन, जयपुर (राजस्थान); संरक्षक, 61 उप-क्षेत्र चिंकारा कैटीन संगठन, मुख्यालय 61, उप-क्षेत्र, कैटीन सेल, स्टेशन मुख्यालय के पास, जयपुर, चिंकारा मार्ग, सैन्य स्टेशन, जयपुर (राजस्थान); प्रबंधक, 61 उप क्षेत्र चिंकारा कैटीन (अब भूतपूर्व सैनिक कैटीन के रूप में जाना जाता है), देव कॉलोनी, रोहतक- (हरियाणा); प्रबंधक, 61 उप क्षेत्र चिंकारा कैटीन (अब भूतपूर्व सैनिक कैटीन के रूप में जाना जाता है), मटनहेल, जिला। झज्जर (हरियाणा) के प्रबंधन के संबद्ध नियोजकों और श्री मनोज कुमार, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II, चंडीगढ़ पंचाट(संदर्भ संख्या 96/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.10.2021 को प्राप्त हुआ था।

[सं. एल-42025/07/2021-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th October, 2021

S.O. 694.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/2018) of the Central Government Industrial-Tribunal-cum Labour Court –II, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman, 61 Sub-Area Chnikara Canteen Organsation, Headquarters 61, Sub-Area, Canteen Cell, Near Station Headquarters, Jaipur, Chinkara Marg, Military Station, Jaipur (Rajasthan); The Patron, 61 Sub-Area Chinkara Canteen Organisation, Headquarters 61, Sub-Area, Canteen Cell, Near Station Headquarters, Jaipur, Chinkara Marg, Military Station, Jaipur (Rajasthan); The Manager, 61 Sub Area Chinkara Canteen (Now known as Ex-Servicemen Canteen), Dev Colony, Rohtak- (Haryana); The Manager, 61 Sub Area Chinkara Canteen (Now known as Ex-Servicemen Canteen), Matanhail, Distt. Jhajjar- (Haryana) and Shri Manoj Kumar, Worker which was received along with soft copy of the award by the Central Government on 05.10.2021.

[No. L-42025/07/2021-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: A.K. Singh, Presiding Officer

Case No. 96/2018

Registered on:-08.01.2019

Manoj Kumar S/o Ex-Naik Dalip Singh, aged 33 years,
R/o VPO-Jahajgarh, Tehsil-Beri, District-Jhajjar (Haryana).

... Workman

Versus

1. The Chairman, 61 Sub-Area Chnikara Canteen Organsation, Headquarters 61, Sub-Area, Canteen Cell, Near Station Headquarters, Jaipur, Chinkara Marg, Military Station, Jaipur (Rajasthan)-302012.
2. The Patron, 61 Sub-Area Chinkara Canteen Organisation, Headquarters 61, Sub-Area, Canteen Cell, Near Station Headquarters, Jaipur, Chinkara Marg, Military Station, Jaipur (Rajasthan)-302012.
3. The Manager, 61 Sub Area Chinkara Canteen (Now known as Ex-Servicemen Canteen), Dev Colony, Rohtak-124001(Haryana).

4. The Manager, 61 Sub Area Chinkara Canteen
(Now known as Ex-Servicemen Canteen),
Matanhail, Distt. Jhajjar (Haryana).

... Respondents/Managements

AWARD

Passed on:-16.08.2021

1. The workman Manoj Kumar has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act) for his reinstatement with full wages along with continuity of service and also along with consequential benefits.
2. The brief facts relevant for deciding this claim petition is that the claimant/workman was appointed as Canteen Assistant Grade-I in Chinkara Canteen Organisation at Chinkara Canteen, Rohtak on contract basis w.e.f. 02.03.2016 to 01.02.2017 after passing the written test/interview held on 09.02.2016 a Canteen Cell, Jaipur vide appointment letter dated 28.02.2016(Annexure-4) was continuously discharging the duties of Canteen Assistant Grade-I without giving any chance for complaint to his superior authorities. The claimant/workman was dismissed from service vide letter dated 21.06.2017 (Annexure-1) issued by Colonel K.S. Joon, OIC Canteen. By a letter dated 25.09.2017(Annexure-9), the claimant/workman requested to respondent no.1 to intimate the outcome of his appeal (Annexure-3), the respondent no.1 by a letter dated 12.10.2017 (Annexure-2) informed the claimant/workman that his appeal/application was considered by respondent no.2 and the request has been turned down as grievances lacks substance. Respondent no.1 has neither issued a memorandum nor has framed specific charges against the workman for conducting disciplinary proceedings. It is therefore, prayed that the workman be reinstated in service with full wages along with continuity of service and also along with other resultant benefits.
3. Respondent Nos.1 to 4 filed written statement, alleging therein that workman was terminated from service w.e.f. 22.06.2017 by Canteen Cell Chinkara Canteen Org Near Station Headquarters Jaipur. In terms of para 22 to 24 of appendix to quartermaster General Branch Deputy Directorate General Canteen Services, Army Headquarters, New Delhi letter No.96029/Q/DDGSC dt. 28 April 2003 any employee found involved in Act of Commission/Omission Constitution Misconduct may be treated from service. It is therefore, prayed that the claim petition may kindly be dismissed with cost.
4. During the pendency of the proceedings before this Tribunal, workman did not turn up at the stage of evidence and learned counsel of the workman Sh. Suresh Kumar stated on Oath that workman is not in his touch in spite of several attempts hence order be passed accordingly.
5. In view of the statement made by the learned counsel of the workman, the case is dismissed as withdrawn. Since there is no adjudication of the case on merits as such, it would not preclude the workman from filing fresh case in accordance with Law.
6. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

A. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 695.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 20/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/361/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 695.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.20 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/361/2000-IR(CM-1)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 20/2001**

Employer in relation to the management of Sijua Area of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 27.08.2021

AWARD

By Order No.L-20012/361/2000 (C-I) dated 25/01/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union to rectify the date of birth of Sri Jagendra Singh, Ex-Mining Sirdar as 11.6.1946 is legal, proper and justified? If so, to what relief is the concerned workman is entitled?”

2. After receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. However the management has appeared on 11.01.2021 but subsequently left appearing before the Tribunal. Now the Case is pending since 01.03.2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ.696.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 26/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/110/2009-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 696.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 26 of 2010) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/110/2009-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 26/2010**

Employer in relation to the management of Murlidih 20/21 Pits Colliery, W.J. Area of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08.2021

AWARD

By Order No.L-20012/110/2009 (IR(CM-I)) dated 10/03/2010 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management of Mulidih 20/21 Pits Colliery of Western Jharia Area of M/s BCCL in not paying wages and other consequential benefits to Shri Patru Rajbhar, M/Loader for the period 16.12.1991 to 30.06.1999 is justified and legal? ii) To what relief is the workman concerned entitled and from what date?”

2. After receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. However the management has appeared on 20/07/2020 but subsequently left appearing before the Tribunal. The workman did not appear in this case and management left appearing in this case since 05/10/2020. Now the Case is pending since 25/03/2010 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 697.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 30/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/398/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 697.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 30 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/398/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 30/2001**

Employer in relation to the management of Katras Area of M/s. BCCL

AND**Their workman**

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08.2021

AWARD

By Order No.L-20012/398/2000 (C-I) dated 25/01/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union for employment to Sri Prahalad Bhuia, the dependant son of late Jago Bhuia, Under Para 9.4.2 of NCWA-III from the management of East Katras Colliery of M/s. BCCL is justified? If so, to what relief Sri Prahalad Bhuia, the dependant son of late Jago Bhuia is entitled?”

2. After receipt of the reference, both parties were noticed but neither the workman/union nor the management appeared before the Tribunal. The notice issued to the workman/union returned with endorsement of “Always Door Locked Addressee Left”. Now the Case is pending since 01/03/2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ.698.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 32/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/73/2005-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 698.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 32 of 2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/73/2005-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 32/2006**

Employer in relation to the management of Kustore Area of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08 .2021

AWARD

By Order No.L-20012/73/2005 -IR(C-I) dated 12/01/2006 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kustore Area of M/s. BCCL in not accepting/ correcting the date of birth of Sri Ram Singh as 02.07.1950 and the name of his father as Sri Sanand Singh s per matriculation certificate is justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter regd. notices were issued to the parties and one of the notices of workman returned with endorsement “Insufficient Address”. Now the Case is pending since 13/02/2006 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 699.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 33/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/375/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 699.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 33 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. E.C.L and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/375/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 33/2001**

Employer in relation to the management of Mugma Area of M/s. E.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer.**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08 .2021

AWARD

By Order No.L-20012/375/2000 (C-I) dated 25/01/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management of Mandman Colly. of M/s. ECL in not accepting the date of appointment as 21.12.73 in respect of Sri Braj Mohan Prasad is fair and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed but neither the workman/union nor the management appeared before the Tribunal. The notice issued to the workman/union returned with endorsement of “Always Door Locked/ Addressee Left”. Now the Case is pending since 01/03/2001 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 700.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 34/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/247/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 700.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 34 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/247/2004-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 34/2005**

Employer in relation to the management of Giridih Colliery of M/s. CCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : Sri D. K. Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08 .2021

AWARD

By Order No.L-20012/247/2004 -IR(C-I) dated 24/03/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the claim of the Rashtriya Colliery Mazdoor Sangh from the management of Giridih Colliery of M/s. CCL to place (1) Sri T.K. Bhattacharya, (2) Sri Sarju Barhee, (3) Sri N.R. Yadav (4) Sri R.P. Sharma above (1) Sri K.L. Sharma, (2) Sri Bhim Gorai, (3) Sri J.K. Prasad and (4) Sri B.K. Singh in the Sr. list justified? If so, what directions are required in the regard?”

2. After receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. However the management has appeared in this case but the union/workman did not appear in this case. Now the Case is pending since 04/05/2005 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 50/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/105/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 50 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/105/2004-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 50/2005

Employer in relation to the management of P.B. Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 27.08.2021

AWARD

By Order No.L-20012/105/2004 -IR(C-I) dated 02/06/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Congress from the management of BCCL, Putkee Balihari Area for up gradation of Sh. Jagdish Prasad, Sr. Cashier under SLU in T&S grade is justified? If so, to what relief is the workman entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman/union left appearing before this Tribunal. Thereafter, regd. notice was issued to both the parties but even then no one appeared on behalf of the workman/union. Now the Case is pending since 18/07/2005 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 53/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/245/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 53 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/245/2004-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 53/2005**

Employer in relation to the management of P.B. Area of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer.**Appearances:**

For the Employers : Sri D. K. Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 27.08.2021

AWARD

By Order No.L-20012/245/2004 -IR(C-I) dated 02/06/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Junta Mazdoor Sangh from the management of P.B. Area of M/s. BCCL for regularizing Smt. Meena Devi as Office Peon is justified? If so, to what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman/union left appearing before this Tribunal. Thereafter, the record was shown to the learned lawyer of both the parties who had put their signature in the margin of order sheet but even then neither the workman/union nor the management appeared in this case. Now the Case is pending since 18/07/2005 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 62/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/493/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 703.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 62 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/493/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 62/2001**

Employer in relation to the management of Kustore Area of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : Sri Gopal Tiwari, Asstt

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 27.08.2021

AWARD

By Order No.L-20012/493/2000 (C-I) dated 19/02/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management of M/s. BCCL in not referring the workman Mr. Sripati Mahto, Mech. Fitter of Bhagora Project under Kustore Area, for Medical examination before the Medical Board to assess his fitness or otherwise to perform duty is justified, legal and proper? If not, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed but the workman/union didn't appear before the Tribunal. However the management has appeared in this case. Thereafter registered notice was issued to the workman/union which returned with endorsement of “Addressee Left”. Now the Case is pending since 08/03/2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 74/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/589/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 704.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 74 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/589/2000-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 74/2001**

Employer in relation to the management of Godhur Colliery of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 26.08.2021

AWARD

By Order No.L-20012/589/2000 (C-I) dated 16/03/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Godhur Colliery of M/s BCCL in superannuating Sri Ram Bilas Nonia from the service of company w.e.f. 17.7.2000 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed but neither the workman/union nor the management appeared before the Tribunal. The notice issued to the workman/union returned with endorsement of “Addressee Left”. Now the Case is pending since 03/04/2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 2021

का.आ. 705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 115/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.10.2021 को प्राप्त हुआ था।

[सं. एल-20012/19/2001-आईआर (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th October, 2021

S.O. 705.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 115 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 01.10.2021.

[No. L-20012/19/2001-IR(CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 115/2001

Employer in relation to the management of Sijua Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 27.08.2021

AWARD

By Order No.L-20012/19/2001 (C-I) dated 30/04/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kankanee Colliery to dismissing Shri Hari Prasad Manjhi from the services of the company with effect from 3.9.99 is fair, legal and justified? If not to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter regd. notices were issued to both the parties but the notice of workman returned with endorsement “Always Door Locked Addressee Left”. Now the Case is pending since 04/06/2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2021

का.आ. 706.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट ऑथोरिटी ऑफ इंडिया, मुंबई के प्रबंधन के संबद्ध नियोजकों और महासचिव, क्रांतिकारी सुरक्षा रक्षक संगठन, मुंबई के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी 11/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.10.2021 को प्राप्त हुआ था।

[सं. एल-11011/56/2004-आईआर (एम)]

डी. गुहा, अवर सचिव

New Delhi, the 8th October, 2021

S.O. 706.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT 11/2005) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Airport Authority of India, Mumbai and The General Secretary, Krantikari Suraksha Rakshak Sangathana, Mumbai which was received by the Central Government on 08.10.2021.

[No. L-11011/56/2004-IR(M)]

D. GUHA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT : S. S. GARG, Presiding Officer****REFERENCE NO.CGIT-2/11 of 2005****EMPLOYERS IN RELATION TO THE MANAGEMENT OF
M/S. AIRPORT AUTHORITY OF INDIA**

1. The Airport Director,
M/s. Airport Authority of India
Chhatrapati Shivaji International Airport,
Domestic Terminal 1-B,
Mumbai – 400099.
2. The Secretary,
Security Guards Board for Greater Bombay & Thane
Districts, Rollers Pvt. Ltd. Compound,
LBS Marg, Bhandup West,
Mumbai – 400 078.

AND**THEIR WORKMEN**

The General Secretary,
Krantikari Suraksha Rakshak Sangathana,
180-C, 1st floor, Dharavi Kolivada, J.J. Keni Gali
Dharavi Road, Mumbai,
Mumbai – 400 017.

APPEARANCES:

FOR THE EMPLOYER (1) : Ms. Geeta Raju, Advocate, i/b M/s. Kini & Co.
(2) : Ms. Manjiri Joshi, Advocate

FOR THE WORKMEN : Mr. V. A. Thankachan, Advocate

Mumbai, dated the 7th September, 2021

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-11011/56/2004 – IR (M) dated 02.11.2004. The terms of reference given in the schedule are as follows :

“Whether Security Guards’ Board for Greater Bombay and Thane District’ is an “industry” under the provisions of Section 2(j) of the Industrial Disputes Act, 1947 ? 2. Whether there is an employer-employee relationship between the management of Airports Authority of India (IAD), Mumbai and Shri Chandrashekhar G. Achari, Security Guard ? 3. Whether Shri Chandrashekhar G. Achari, is entitled for full back wages for the period from 12.2.1998 to 28.2.2002 ? If so, from whom and what other directions are necessary in the matter ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. Union by filing Statement of Claim asserted that workman is a Security guard, who was registered in 1987 and was allotted to the Sahar Cargo Complex if First Party Employer by the Security Guards Board for Greater Bombay and Thane District located at Rollers Pvt. Ltd. Compound, LBS Marg, Bhandup West, Mumbai – 400 078.

4. According to workman, while he was being employer at the Sahar Cargo Complex of the first party employer at Sahar on 12.2.1998 was falsely accused of theft and was removed from duty and dismissed w.e.f. 19.2.1998 and not paid any wages after 11.2.1998.

5. According to workman, he submitted written explanation on 5.3.1998, however on 30.3.1998, citing the reason as a non-reply to show cause notice; the workman was issued a dismissal order by the Board, without even an enquiry being conducted. According to workman, he was acquitted by the Order of the Court dated 27.12.2001 because he was prosecuted for theft. He corresponding with Security Board to reinstate as Security

Guard with first party but first party employer refused to allow the workman to resume work and the board once again intervened and by way of hand-delivery send another letter dated 22.2.2002 once again directing that the workman be allowed to resume work. Subsequently thereto Mr. Achari was taken back on duty by the principal first party employer w.e.f. 1.3.2002.

6. According to workman, he applied for National Human Commission and RLC for reconciliation then this case is referred to this tribunal.

7. According to him union submit that there is no further grievance settlement procedure open to registered security guards to settle such disputes with regard to back wages.

In this way they pray that workman be paid full back wages for the period 12.2.1998 to 28.2.2002 with interest @ 12% to be recovered from party No.1

8. By filing Written Statement on behalf of first party No.1 they denied most material facts by asserting that union has no locus-standy to raise the Industrial dispute through workman and this case is filed u/s. 2(k) of I.D. Act because outside union is not functioning in the premises of party No.1 but he admitted that workman was prosecuted with other 3 persons by Sahar Police station for committing offence of theft of property; punishable u/s. 380; read with section 34 of Indian Penal Code vide case No. 805/p/1998; which was filed in 22nd Metropolitan Magistrate Court, Andheri, Mumbai. He was arrested on 12.2.1998 and was remanded in the police custody as well as judicial custody upto 20.2.1998. He released on bail. In this period he was dismissed from service by the court and later on he was acquitted by the court.

9. According to party No.1, board arranges disbursement of the wages of registered security guard on specific date subject to local direction then party No.1 paid to the board salary as well as allowance and board disbursed this amount to the registered security guards. According to party No.1 workman applied for Airport Director and other authorities for reinstatement to failure report dated 11.6.2004 was sent to the Government of India, Ministry of Labour, New Delhi; the copies of which were sent to the concerned parties. So case come before this tribunal.

10. It is admitted that party No.1 is a statutory body establishment under the provisions of Airport Authority of India Act, 1994 having its head quarters at Yashwant Place, Chanakyapuri, New Delhi – 110 021 and their branch office is at Chhatrapati Shivaji International Airport, Vile Parle (East), Mumbai – 400 099.

11. It is admitted that workman was prosecuted with other 3 persons by Sahar Police station for committing offence of theft of property; punishable u/s. 380; read with section 34 of Indian Penal Code vide case No. 805/p/1998; which was filed in 22nd Metropolitan Magistrate Court, Andheri, Mumbai. He was arrested on 12.2.1998 and was remanded in the police custody as well as judicial custody upto 20.2.1998.

By filing reply they pray that this reference is answered in negative to the workman because workman did not entitle to any relief.

12. On behalf of party No.2, Security Guards Board they file written statement by asserting that reference is bad in law, not maintainable and workman has no authority or power to do so because party No.2 board is not an industry u/s. 2 (j) of I.D. Act. They have also asserted that they are not aware that said guard was registered with the board in 1987. According to them principal employer is responsible for the payment. They are only disbursing authority. They have also admitted that he was prosecuted for the theft after that he remanded in police custody then he was acquitted by the competent court. They denied that workman approached to the board to allow him report to work. But it is true that approaching the board to reinstatement him to the first party employer. It is also true that on 1.3.2002 the said guard was allowed to resume duty.

13. According to party no.2 workman not entitled for full back wages for 12.2.98 to 28.2.02 with interest from party No.2. So they pray that this reference is rejected against the party No.2.

14. Rejoinder filed by the workman denying the averments in written statement of party No.1 & 2. He asserted that all facts which is raised in statement of claim. According to workman he denied that the security guard did not keep approaching the board to allow him to report for work. According to him if the reliefs prayed for in the reference are not granted, the workman will suffer prejudice and irreparable harm will be caused to him.

15. Party No.2 after filing written statement not participating further proceedings of the court so it remain ex-parte.

16. On the basis of pleading of both parties my predecessor framed following issues which are required to be determined in this case.

ISSUES

1. Is reference bad in law as Krantikari Suraksha Rakshak Sangathana has no locus-standi to raise dispute ?
2. Whether “Security Guards Board for Greater Bombay & Thane Districts” is an “industry” ?
3. Whether there is employer-employee relationship between Authority and Chandrashekar G. Achari ?
4. Whether concerned workman proves that, he was illegally terminated by Board ?
5. Whether concerned workman is entitled for wages from 12/02/1998 to 28/02/2002 with interest ?
6. If yes, from whom ?
7. What order ?

Reasons for decision :

17. Workman files written synopsis by raising same points with case laws in support of their statement of claim by asserting that “the first party company is a Public Ltd Company constituted under the Airport Authority of India Act, 1984 and worker covered by this reference has been employed by the First Party Company for carrying out its business and the dues payable to the workman concerned had been actively used by the 1st party in its business and earned huge profits out of its business. Therefore first Party Company is liable to pay the dues with interest @ 12% p.a. up to the date of payment to the worker concerned on his dues payable. The financial health of the first Party Company is very sound and this company can easily bear the burden of the demands of the worker.

18. On the contrary management party no.1 denied his demand in written argument as per written statement in which he raised material point for non-maintenance for present reference with support of case laws. He also asserted that first party no.1 is registered with the Board, and since then the board is allotting and reallothing the security guards to the First Party No.1 Company. The registered security guards allotted to the First Party No.1 Company is always governed by the scheme and they have no right whatsoever to claim any wages or other service condition with the First Party No.1 Company. He also asserted that workman is removed from 19.2.1998 from their services and sent back to the board.

In this way they pray that they are not entitled to pay any back wages to the workman and present reference liable to be dismissed. They relied on case law i.e. **Krantikari Suraksha Rakshak V/s. B.S.N.L. – 2008 – Supreme Court of India.**

19. Workman relied on case i.e. **Krantikari Suraksha Rakshak Sanghatana, Thane V/s. Security Guards Board for Greater Bombay and Thane District and Ors. – 1997 – LAB.I.C. – 2117 Bom.**

20. Now I want to see the legal position.

1. **Krantikari Suraksha Rakshak Sanghatana, Thane V/s. Security Guards Board for Greater Bombay and Thane District and Ors. – 1997 – LAB.I.C. – 2117 Bom H.C.**

Following principles are laid down

“A security Guard cannot be left in the wilderness to find out his employer if he intends to remedy a wrong done to him. If such wrong creates a situation which will affect his basic conditions and the wage structure as protected by the said Act, a person responsible for the same, could be styled as an employer and if the test of master and servant relationship is applied for the purpose of remedying the wrong done to such a Security Guard, a person who is responsible.”

“Power of withdrawal of Security Guard – cannot be exercised arbitrarily.”

“Such guards are already employed in a particular factory where such expertise is not required, it would be within the discretion of the Board to withdraw such Security Guard and re-allot him to factory where the expertise and special knowledge of such Security Guard would be helpful. A situation may arise when administrative exigencies may necessitate the reshuffling of the Guards..... Such reshuffling on the administrative exigencies may entail withdrawal of a Guard from one establishment and allot him to another. The Board should take care that such reshuffling of Guards should not be as far as possible against the desire and wishes of the said Security Guards and more.”

“The Security Guard should be placed under suspension or inquiry proceedings should be started. If a Security Guard is willing to be re-allotted to any other establishment under the Scheme then the Board may not proceed with the inquiry as contemplated under Cl. 31. However, on being

made aware of complaint of indiscipline or misconduct, etc. the Security Guard controverts the same and insists upon holding an inquiry, the Board shall not withdraw the services of the said Security Guard without following the procedure of inquiry as contemplated under Clause 31.”

2. **Krantikari Suraksha Rakshak Sanghatana V/s. Bharat Sanchar Nigam Ltd. & Ors. – 2008 – Supreme Court of India – decided on 25.08.2008.**

Following principles are laid down

In Security Guards Board V/s. State of Maharashtra MANU/SC/0700/1987 : (1988) 1 LLJ 146 SC, it was held that “the provisions for seniority, promotion and transfer in Clause 16 of 1981 Scheme would be rendered ineffective and would cause great harm to guards if they were denied the benefits of common pool seniority and promotion merely because of a fortuitous allotment in the particular principal employer. The other two grounds relation to Contract Labour (Regulation & Abolition) Act, 1970 (in short ‘Contract Labour Act’) and the rules framed thereunder.”

In case of Krantikari Suraksha Rakshak Sanghatana V/s. S.V. Naik 1993 (1) CLR 1003, it is held that “the Act was a self contained and complete code and unreported judgment of Justice P.B. Sawant as he then was and Justice M.P. Kania dated 15.1.1988 in Writ Petition No. 1172 of 1987 held that the Act is a special statute which not only prevails over the Contract Labour Act but further that the Act also prevails because of Article 254 (2) of the Constitution.”

“Union had unsuccessfully come up with the very same pleas and the orders had attained finality. Issue cannot be permitted to be indirectly raised in the manner done. The Act and the schemes make it clear that they apply only to security guards who are “Pool Security Guards”. As stated earlier the Act and the Scheme clearly constitute a complete and self contained code which covers private Security Guards. Section 1 (4) of the Act and various provisions of 1981 and 2002 Schemes make it clear that the arguments that the guard once allotted with the Principal employer he becomes the direct and regular employee of the principal employer is without any substance. As rightly noted by the High Court the provisions of the Act and the statute make it clear that the Board’s power of allotment carries with it the implicit and inherent power to recall, re-allot and transfer a guard from one principal employer to another. It needs no emphasis that the power to appoint carried with it the inherent power to terminate. Therefore, the power to allot necessarily carries with it the inherent power to re-allot or cancel the allotment. It is also seen that both under the 1981 and 2002 Schemes certain clauses provide for transfer of guards. It is also significant that under both the Schemes there is provision for continued supervision, control, disciplinary powers and powers of termination vested in the Board.”

21. Now I want to see the evidence of this case.

On behalf of workman they examined himself WW-1 and in support of his evidence he examined other two witnesses Mr. R.K. Kamble and Mr. C.L. Vidhate. On the contrary management examined his witness Sr. Manager [Cargo] Mr. S.P. Gaonkar. Now I want to evaluate so-called independence witnesses.

Mr. R.K. Kamble support his version in chief examination and also prove the document Ex.17 which is a copy of Log book. But in his cross examination he admitted that he has no personal knowledge about this case. But “Manager told me not to allow Chandrashekhar for duty. Manager has not told me the reason why he should not be allowed for work.” According to him his Sangathana used to represent security guards. It shows that he have no personal knowledge but he have knowledge that manager did not want to allow present workman to resume his duty. It also appears that he is working as a Security Supervisor at Sahar Cargo Complex.

Shri C.L. Vidhate, WW-2 also admit in his cross examination that he was Secretary of the said union but according to him union does not represent employees of the airport. He also admitted that workman was security guard and board dismissed Mr. Achari i.e. workman. He also admitted that payment of wages is to be made to Mr. Achari through board. In this statement he remain un-rebutted.

22. Now I want to see the workman evidence.

He prove Ex. 17/3, Ex. 17/4, Ex. 17/5, Ex.36, Ex.37 & Ex.39 in his chief examination and also prove other documents Ex.42, Ex.73. But in his cross examination he admitted that board terminate the services of the security guards after receiving the letter from airport authority. He also admitted that he was not given any appointment letter by the airport authority. Airport authority used to pay salary to the board then board used to pay salary to him. He also admitted that board used to fix the salary and supply uniform and boots etc. which is required for the duty. He also admitted that board used to investigate the case in the case of any mis-conduct by the security guard. He also admitted that Ex.37 show cause notice issued by the board and he gave reply Ex.38.

23. Now I want to see the management evidence Shri S.P. Gaonkar, Sr. Manager Cargo [MW-1].

In his chief examination he support the version of defence taken by the management but no witness examined on behalf of security guard board but they file their W.S. Mr. S.P. Gaonkar in his cross examination admitted that at that time Log book is maintained by the Duty Manager. He also admitted that document Ex.17 is signed by erstwhile Dy. Manager Mr. Arvind Dubey. Now he is retired. He also admitted that workman Shri Chandrashekar was reported for duty but he was not allowed to resume his normal duty by the authority. He also admitted that Ex.36 is leave application but he did not know whether Mr. Chandrashekar was on leave from 12.2.98 to 24.2.98. But according to him this application given to cargo dept.

MW-1 Mr. S.P. Gaonkar is admitted that wages and benefit of security guards is paid by the principal employer through board. He also admitted that security guard is working under the control of principal employer through Sr. Security Manager. He also admitted that document Ex.17 is signed by Dy. Manager Mr. Arvind Dubey. In this statement he remained un-rebutted in cross examination. It appears that he gave statement on the basis of records of the management. In his cross examination para – 32 admitted that Hon'ble High Court revoked the order of dismissal passed by the board so registration in board as security guard was restored after order of Hon'ble High Court. So he approached the board for admitting him for duty in February 2002.

24. On going above discussion I come to conclusion that security board dismissed his services but his registration was restored by the Hon'ble High Court. Workman fails to prove that from 12.2.98 to 24.2.98 he remained on leave or not. It is also proved that erstwhile Dy. Manager Mr. Arvind Dubey did not allow workman to resume his duty. Principles laid down in above case law, it shows that workman or board did not compel to any security guard to resume his duty in party No.1. It also appears that Security Guards Board has right to allot or re-allot the establishment and he has also power for disciplinary action. In this way in my humble opinion Board come in purview of Industry under section 2(j) of I.D. Act. It also appears that union have locus-standi to raise this dispute.

25. Hon'ble High Court also held that Security Guards Board have also power to change the establishment or to re-allot another establishment. But he follow principle of natural justice as defined under clause 31 of the said Scheme. Hon'ble High Court also held that service condition of Security guards is not affected in long situation and also held that responsible establishment could be styled as employer. But workman fails to prove that he is entitled to wages from 12.02.1998 to 28.02.2002 because it also include leave period from 12.02.1998 to 24.02.1998. Log book copy dated 19.02.1998 show that he was refused to resume the duty on cargo so in my humble opinion he is not entitled any wages after 19.02.1998 from principal employer Party No.1. But it appears that there is dispute of wages between the Security Guards Board and workman. So firstly Security Guards Board decides the entitlement of the wages then he pay to the workman.

26. So In my humble opinion workman did not entitle to any back wages for the period from 12.2.1998 to 28.02.2002 from principal employer but security board is entitle to pay wages as per law he entitled after deducting leave period from 12.02.1998 to 24.02.1998 upto non-resuming duty i.e. 19.02.1998. It is also observed that workman suffering from 1998 and this reference is pending from 2005. It is also appear that Security Guards Board is not appear after filing W.S. and he did not give any evidence in this case. Learned Advocate of workman argued that Security Guards Board is not interested to assess the court so he pray that some immediate relief must be granted to the workman from the principal employer. This argument was opposed by the management Learned advocate. Considering these and principle laid down in case law **Krantikari Suraksha Rakshak Sanghatana, Thane V/s. Security Guards Board for Greater Bombay and Thane District and Ors. – 1997 – LAB.I.C. – 2117 Bom H.C.**, Hon'ble High Court held that, "A security Guard cannot be left in the wilderness to find out his employer if he intends to remedy a wrong done to him", my humble opinion is that some immediate relief can be given to the workman for doing complete justice.

27. Hence order.

ORDER

1. *Union Krantikari Suraksha Rakshak Sanghatana has locus-standi in this case to raise this issue.*
2. *Security Guards' Board for Greater Bombay and Thane District' is an "industry" under the provisions of Section 2(j) of the Industrial Disputes Act, 1947.*
3. *There is no employer-employee relationship between the management of Airports Authority of India (IAD), Mumbai and Shri Chandrashekar G. Achari, Security Guard.*
4. *Shri Chandrashekar G. Achari (workman) is not entitled for full back wages for the period from 12.02.1998 to 28.02.2002 from principal employer i.e. Airport Authority of India. But workman entitled to immediate relief i.e. Rs.1 lakh from principal employer after one month from publication of award in official gazette.*

5. *Security Guards Board decides workers dispute of old back wages from 12.2.1998 to 28.02.2002 within 3 months from publication of award in official gazette. Workman is entitled to back wages from Security Guards Board. Security Guards Board has right to adjust this amount from old back wages of the workman.*
6. *Principal employer may recover above Rs.1 lakh with interest from the Security Guards Board after paying this amount to the workman and workman and principal employer also entitled 6% per annum interest from concerned person.*
7. *If Security Guards Board fails to decide old wages within 3 months, workman has right to raise this dispute before RLC or proper forum.*

SHYAM S. GARG, Presiding Officer/Link Officer

नई दिल्ली, 8 अक्टूबर, 2021

का.आ. 707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मुंबई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी 26/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.10.2021 को प्राप्त हुआ था।

[सं. एल-30011/11/2013-आईआर (एम)]

डी. गुहा, अवर सचिव

New Delhi, the 8th October, 2021

S.O. 707.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT 26/2013) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation of India, Mumbai and their workmen which was received by the Central Government on 08.10.2021.

[No. L-30011/11/2013-IR(M)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : S. S. GARG, Presiding Officer

REFERENCE NO.CGIT-2/26 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. INDIAN OIL CORPORATION LTD.

The General Manager,
M/s. Indian Oil Corporation Ltd.
1st Floor, 254, Dr. Annie Besant Road,
Worli Colony.,
Mumbai – 400030.

AND

THEIR WORKMEN

1. The General Secretary,
Maharashtra Rajya Rashtriya Kamgar
Sangh (INTUC)
Behind Shree Ganesh Sahakari Pataphedhi,
Ramgad, Ghoshala Road, Mulund [W],
Mumbai

2. M/s. Anish Zaveri Services,
A-703, Samarth Complex CHS Ltd.,
Saibaba Nagar, Borivali [W],
Mumbai – 400 026

APPEARANCES:

FOR THE EMPLOYER : Mr. K.P. Anil Kumar, Advocate

FOR THE WORKMEN : Mr. M. A. Shaikh, Advocate

Mumbai, dated the 17th August, 2021

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-30011/11/2013 – IR (M) dated 22.04.2013. The terms of reference given in the schedule are as follows :

“Whether the demand of Maharashtra Rajaya Kamgar Sangh (INTUC), Mumbai over the issue of illegal termination of shri Mayur Shinde and 31 other employees (As per Exhibit-I) were employed at Top Gear Indian Oil, COCO-II, Mumbai for reinstatement and regularization of their services in the? ”

2. After the receipt of the reference, both the parties were served with the notices.

3. Union by filing Statement of Claim asserted that first party i.e. M/s. Indian Oil Corporation Ltd. is Central Government Undertaking which is in the form of Body / Corporation through Petroleum Ministry run their business of manufacturing and sale of various Petroleum products through outlets which is known as ‘COCO-TOP GEAR-II’ and through private dealers.

4. According to union, first party has been using services of concerned employees which in number 32. According to union, workers are the members of registered union [INTUC] which is registered under Trade Union Act. According to union, i.e. second party, they are engaged through contractor surreptitiously but they are working since 2002 to 2007 onwards till 10.5.12. According to them, they are contractor engaged by party No.1 from the above period namely

- | | | | |
|-----|------------------------------|---|---------------------------|
| (a) | M/s. Steel Town Petroleum | - | During 2003 to 2008 |
| (b) | M/s. Jain Thapar Enterprises | - | During 2008 to 2011 |
| (c) | M/s. Guruprasad Services | - | During 25.8.11 to 10.5.12 |

5. According to union, party No.3 are given mere leave and permission to enter upon the site/establishment of the first party only for the purpose of supporting the business but present workers in dispute is performing continuously their duty from above period and their duty is selling Petroleum products to the customers was continuous, permanent and perennial in nature which the concerned employees were doing since January 2002 onward i.e. even before the introduction of the first so called Contractor M/s. Steel Town Petroleum and were continued uninterruptedly while the so called Contractors kept changing.

6. According to union, they are worker of party No. 1 for all practical and legal purpose alleged adhoc contractor only bogus and fictitious. In this way by filing statement of claim union pray that all the workers entitled to reinstatement to their original place of work with continuity of services and payment of full back wages with effect from 10.5.12 along with all consequential benefits.

7. They also pray that first party did not follow legal procedure to terminate their services because they did not follow the provisions of section 25F and/or 25N of I.D. Act. They also pray for appropriate direction and award.

8. By filing Written Statement on behalf of first party No.1 which is signed by Shri Nitin Tamhankar, Business Manager, denied all the material facts which is asserted by the union i.e. party No.2 in their respective claim.

9. According to party No.1, they had neither employed 32 work persons nor they terminated their services. According to them, present reference is not maintainable on the ground of demand for regularization is contrary to the other demand i.e. for reinstatement.

10. According to them, their dealers and service providers are as follows with their parties.

- i. M/s. Steeltown Petroleum (Adhoc Dealer) for Operating Period : 18.05.2003 – 24.08.2008.
- ii. M/s. Jatin Thapar (Service Provider) for Operating period : 25.08.2008 – 24.08.2011.

- iii. M/s. Guruprasad Services (Adhoc Dealer) for Operating period : 25.08.2011 – 09.05.2012.
 - iv. M/s. Anish Zaveri Services (Service Provider) : Operating since 10.05.2012.
11. According to them, such type of claim never maintainable nor they entitled to any prayer which is in the form of retrenchment and regularization. According to them, there is policy of first party that retail outlets run by the employees of the first party under its supervision.
12. According to them, allegations of union are inconsistent with the facts mentioned there in statement of claim. According to them, the contract to service provider was floated through public tender and as per the guidelines of the Government of India.
13. According to them, they check compliance of PF & ESI contribution through adhoc dealers and if there is any short-fall the same should be brought to the notice of respective dealers or to the notice of the First Party which has not been done.
14. According to first party No.1, demand of regularization of disputed employees is baseless, misleading. There is no question of first party being liable to make any retrenchment or retirement compulsorily to the contract workers because there is no such person should be a regular employee so following the provisions of section 25 of I.D. Act is not required. According to them disputed workers not entitled to any relief including regularization of services so they pray that reference is rejected and answer in negative.
15. On the basis of pleading of both parties my predecessor framed following issues which are required to be determined in this case.

ISSUES

- 1. Whether the workers under reference are the employees of the first party and there exists employee-employer relationship between them ?
 - 2. Whether the labour contract is sham, bogus and mere camouflage to deprive the workmen from getting the benefits of permanency ?
 - 3. Whether the termination / retrenchment of the workmen is legal, just and proper ?
 - 4. If not, whether the workmen are entitled to be reinstated in service with full back wages, continuity and regularization in service ?
 - 5. What order ?
16. Learned Counsel Shri M.A. Shaikh filed written arguments on behalf of union by raising the points that party No.1 is corporate body in which all the officers including Managing Director / Director are jointly and severally responsible, disputed workers worked in this company continuously and regularly from January 2002 to 2007 and disputed employees illegally terminated without regularization or absorption by the first party. He also argued that first party utilizing the services of the concerned employees at their retail outlets known as COCO-TOP-GEAR-II situated at Mumbai. Running these outlets and maintenance is the responsibility of party No.1 but they terminated these so called contract workers without payment of legal dues.
17. According to them so called contractors or dealers are engaged by party No.1 in sham and bogus contract.
18. He also argued that no retrenchment compensation or nor any notice was given by the party No.1 before their illegal termination. So their termination is illegal and arbitrary. According to them, they are entitled to reinstatement with continuity of service and payment full back wages on and from 10.5.2012.
19. According to them, work done by these workmen was integral part of the industry concerned. According to them, defence taken by the management that they are not regularized or absorbed is illegal and contrary to the law. For raising these arguments he relied on following case laws.
- 1. Hussainbhai, Calicut V/s. Alath Factory Thezhilali union, reported in 1978 DGLS (Soft.) 174 SC [Paras – 2 – 7] and Secretary, Haryana State Electricity Board V/s. Suresh – reported in 1999 DGLS page 364 SC [Para-20].
 - 2. SAIL judgment reported in 2001 AIR 3537 SC as at para – 70 and 103.
 - 3. IPCL / Shramik Sena – Judgment reported in 1999 AIR 2577 SC.
 - 4. Hindalco Industries Ltd. V/s. AEW reported in 2008 AIR 1867 SC.
 - 5. W.B. Power Development Corpn. V/s. A.D. Chowdhury & Ors. Reported in 2005 II LLN 1020 Calcutta High Court (Division Bench) at para – 13/14.
 - 6. Bombay H.C. – UniKlinger Ltd. V/s. S.B. Kambale & Ors. reported in 2016 (3) AIR BOM R 31.

7. M/s. Prabhat Engg. Ltd. V/s. Sarva Mazdoor Sangh – 2018 LLR Pg. 828 BHC at Paras – 4 / 6 & 8 / 9.
8. Apex Court – Raj Kumar V/s. Director of Education & Ors reported in 2016 AIR 1855 SC as at para – 36.
20. On behalf of party No.1 i.e. management they file written argument by raising the following issues for decision and denied the argument raised by the union.
21. According to party No.1 contract executed between contractor / dealer is genuine and legal. All legal formalities is taken place before finalization of contractor / dealer. They are called adhoc dealers and before payment to them, they check PF receipts and ESIC payment but said document does not filed by the union.
22. According to party No.1, reference before this tribunal is misconceived and this reference have no merit. It is denied that contract between party No.1 and contractor / dealer is sham and bogus.
23. According to party No.1 adhoc contractor / dealer has its own identity and is registered employer under ESIC and PF Act. He also argued that there is no employer employee relation between party No.1 and disputed workers. It is also argued that union, party No.2 raised these issues before different forums i.e. police as well as RCC/Dy.CLC. So this reference is not maintainable i.e. they approached before MRTU & PULP and the same was proceeded. According to them contractor terminated the services of disputed workers. They are not entitled to any compensation u/s. 25F or any provisions of I.D. Act from first party. So they pray that this reference is liable to be dismissed and deserve to be answered in negative. They relied on following case laws.
 1. Judgment of Hon`ble HC Bombay reported in 2016 2 CLR 805, between Airport Authority of India V/s. Indian Airport employees Union (Para 66071) and also judgment reported in 2006 III CLR 659 SC).
 2. 2016 (3) CLR 1111 Gauhati H.C.
 3. (2010 III CLR SC Steel Authority of India & 2004 3 SCC 514, Workmen of Nilgiri Co-op marketing Soc. Vs. State of Tamil Nadu SC Para 37).
 4. International Airport Authority of India V/s. International Air Cargo Workers Union AIR 2009 SC 3063 and also 2011 I LLN (1) 368 SC General Manager OSD) Bengal Nagpur Cotton Mill V/s. Bharat Lal and Anr.
 5. 2011 I LLN (1) 368 SC General Manager OSC) Bengal Nagpur Cotton Mill V/s. Bharat Lal and Anr.
 6. Steel Authority of India Ltd. V/s. Union of India & Ors. 2006 3 CLR 659 SC.
 7. 2002 III CLR 129 H.C. of Judicature at Bombay dated 1.2.02 – Jacob Chinannan V/s. Sudarshan Aluminium Inds. Ltd. Nashik & Anr.
 8. Chairman / Director & Anr. V/s. Shibha M. Dhose (Tribunal should confine to Reference) 2013 III CLR 842 H.C. Bombay (Nagpur Bench).
24. Now I want to see factual position.
25. On behalf of union they examined Mr. Mayur Ashish Shinde WW-1 and Mr. Raju Waman Jadhav WW-2 in support of statement of claim to prove the reference. On the contrary management examined Mr. Sijo Cyrize, MW-1 in support of their defence to negate the reference.
26. Now I want to see evidence on behalf of union.
27. Mr. Mayur Ashish Shinde in his evidence on affidavit support the fully version of statement of claim which is in English but in cross examination he admitted that he do not know English. According to him, his advance read out the document Ex.16 i.e. evidence on affidavit but in his cross examination he do not know the contents of complaint and contents of their evidence on affidavit in para 7 and 10. According to him he do not know the rules & regulation regarding the employment with party No.1. He also admitted that he was 10th fail and also admitted that he do not work on 11.5.12 and 10.5.12 in concerned petrol pump. He admitted that Anish Javeri Services and Guruprasad services were dealers in which they work. It means indirectly he admitted that they are contract labour.
28. WW-2 Raju Waman Jadhav admitted that his qualification is 9th Std. He also admitted that Anish Javeri Services and Guruprasad services who were at that time contractor / dealer. In para 12 he admitted that he did not file any appointment letter or termination letter and he do not apply for party No.1 for getting regularization or permanency in this company. According to him Anish Javeri Services was contractor who did not allow him to resume his duty.

29. WW-2 in his cross examination in para 13 admitted that he know rules & regulations of appointment of employee in party No.1 but on the contrary he also admitted that he do not know reservation policy, vacancy etc. According to him contractors were changed from time to time but workers remains same but they do not file any document to prove his stand or case.

30. On reading above evidence, it appears that out of 32 persons in dispute only 2 persons were examined without any document. Nobody examined on behalf of union in support of their statement of claim or reference. No document was filed on behalf of union. On reading of statement of these workers it appears that they are entrusted persons and really have no knowledge regarding recruitment in party No.1 office. So it appears that it is not safe to rely on these evidences to come to any final conclusion. So I want to see the management evidence.

31. On behalf of management Mr. Sijo Cyrize, MW-1 examined as a representative of the company but he gave his statement on the basis of documents because he was not in employment in party No.1 during that disputed period. He admitted that he come in service since 2013. He also admitted that he do not file any record for registration in respect of service provider under contract labour. According to him disputed workers were employed to upkeep, cleanliness and housekeeping of outlet. He also admitted that party No.1 has to run petrol pump as per principle of COCO. He also admitted that Anish Javeri Services and Guruprasad services operate petrol pump with their representatives.

32. According to MW-1, Mr. Sijo Cyrize they gave training to contractor as per requirement. According to him Ex.15 document hand over to the contractor and one after other contractor in which pump and machines mentioned there. They signed as well as contractor. He do not give any training certificate to contractor employee because they are not conducting training of disputed employees. In this way his evidence remain unimpeachable so it appears to be reliable as part of statement based on documents. I feel he have no annuity between disputed workers and his evidence appears to be reliable.

33. Now I want to see legal position.

1. Hussainbhai, Calicut V/s. Alath Factory thezhilali Union Kozhikode – AIR (SC) 1410 : 1978 (4) SCC 257 in which it is held that “Where a worker or group of workers labours to produce goods immediate contractor.”
2. Secretary HSEB V/s. Suresh – 1999 (3) SCC 601 : 1999 (3) Supreme 277 in which it is held that “It is also pertinent to note that nothing was brought on record to indicateeasily be pierced.”
3. Indian Petrochemicals Corpn. Ltd. V/s. Shramik Sena – 1999 AIR (SC) 2577 in which it is held that “the initial appointments of these workmen are not in accordance withlabour welfare.”
4. Hindalco Inds. Ltd. V/s. Association of Engineering Workers – 2008 AIR (SC) 1867 in which it is held that “the Industrial Court rightly concluded that the company has committed unfair labour practiceissued appropriate directions.”
5. Airport Authority of India Chhatrapati Shivaji International Airport V/s. Indian Airport Employees’ Union Mumbai & Ors. – 2016 II CLR 805 – Bombay H.C. in which it is held that “Lack of registration and licences required under the Contract Labour (Regulation & Abolition) Act, 1970, cannot ipso facto lead to conclusion that contract is sham and bogus (Para 85).”
6. Workmen of Nilgiri Coop. Mkt. Society Ltd. V/s. State of T.N. & ors. (2004) 3 SCC 514 in which it is held that “supervision and control test is the prima facie test for determining the relationship..... The nature of business for the said purpose is also a relevant factor.”
7. International Airport Authority of India V/s. International Air Cargo Workers’ Union & Anr. – AIR 2009 SC 3063 in which it is held that “merely a camouflage to deny employment benefits to the employees and that there is in fact a direct employment.....in short who has direction and control over the employees.”
8. General Manager (OSD) Bengal Nagpur Cotton Mills Rajnandgaon V/s. Bharat Lal & Anr. – (2011) 1 SCC 635 in which it is held that “it was for employee to aver and prove that he was paid salary directly by principal employerthat would not make him employee of principal employer.”
9. Steel Authority of India Ltd. V/s. Union of India & Ors. – 2006 III CLR 659 – in which it is held that “neither Labour Court.....could be determine question as to whether contract labour should be abolished or not, same being within exclusive domain of appropriate Government.....validity of appointment of contractor would itself be an issue as State must

prima facie satisfy itself that there exists a dispute as to whether, workmen in fact are not employed by a contractor, but by management.”

34. On going through the above discussion I observed the following facts.

1. Management fails to prove that said contractor / dealer either licensee or contractor who employed disputed workers.
2. Management also fails to prove that they and contractor / dealer have licence under Contract Labour (Regulation & Abolition) Act, 1970.
3. It is correct to say that workers / union approached to the police or Labour court to redress their initial problems not for substantial demand which is raised in this reference.
4. On perusal of the evidence, it appears that union examined only 2 witness excluding 30. So they fails to prove that service rendered by the workers are in perennial nature.
5. Union also fails to prove that there exists employer-employee relation between management party No.1 and them i.e. employee because I also observed that in absence of registration under section 9 or 10 of the Contract Labour (Regulation & Abolition) Act, 1970 is not ipso-facto prove that contract executed between contractor / dealer and management is sham and bogus.
6. I also observed that in this reference Anish Zaveri Services are also party but they are ex-parte in this proceeding and other contractors / dealers is not made party who appointed disputed workers. So this fact remain unproved who appointed the workers or who terminated the workers.
7. Hon'ble Supreme Court in case of Steel Authority of India Ltd. V/s. Union of India & Ors. – 2006 III CLR 659 held that “neither Labour Court.....could be determine question as to whether contract labour should be abolished or not, same being within exclusive domain of appropriate Government.....validity of appointment of contractor would itself be an issue as State must prima facie satisfy itself that there exists a dispute as to whether, workmen in fact are not employed by a contractor, but by management.” In this way my humble opinion is that subject of regularization of worker wholly depend on the appropriate government.
8. It is also appears that workmen did not pay any compensation either u/s.25 or under any law for time being in force by the contractor or management. This reference is pending from 22.4.13 and time also consumed in conciliation proceeding. According to union disputed workers are working from 2002 to 2012. Management fails to prove that they are engaged in beneficial employment. Management witness MW-1 also admitted in para 13 that concerned worker was engaged by direct agreement between IOCL party No.1 and service provider and said petrol pump is continuously run without any weekly off.

35. Hon'ble Supreme Court in case laws – Anaikar Oriental (Arabic) Higher Secondary School V/s. A. Haroon, 2016, SCC Online Mad 10638 and Workmen Rastriya Colliery Mazdoor Sangh V/s. Coking Coal Ltd. (2016) 9 SCC 431 give a principle of Golden handshake instead of back wages. In these cases Hon'ble Supreme Court held that “on facts particularly R-1 having lost confidence of management (appellants), order of reinstatement with back wages substituted by directing appellants to pay Rs.50 lakhs in three instalments, as compensation to R-1”

36. On going above discussion with touch stone of above case laws, I observe that dispute workers did not entitled to regularization in service because so many years lapse from termination and it is duty of the management and appropriate government to decide this matter on merit. I also observed that union fails to prove that there exist any employer-employee relation between management party No.1 and them. So in my humble opinion they are entitled to Rs.2 lakhs as an lumpsum compensation of each worker. In case of any death or casualty their heirs are also entitled in place of disputed workers for lumpsum compensation.

37. Parties are directed to pay these compensation within 2 months from passing the order. If contractor fails to pay these compensation, party no.1 is directed to pay these compensation to workers directly and they have right to recover these compensation with interest from contractor / dealer as per law. Workers are also entitled @ 6% per annum in default of payment. They also fails to prove that their termination from the services is illegal. I found that termination order is legal, just and proper. They are not entitled to any further relief.

38. Hence order.

ORDER

1. The demand of Maharashtra Rajaya Kamgar Sangh (INTUC), Mumbai over the issue of illegal termination of shri Mayur Shinde and 31 other employees (As per Exhibit-I) were employed at Top Gear Indian Oil, COCO-II, Mumbai for reinstatement and regularization of their services in the establishment of IOCL, is legal, just & proper.
2. Workmen are entitled to Rs.2 lakhs as lumpsum compensation of suffering as well as u/s. 25 of I.D. Act.
3. They are not entitled to any further relief.

SHYAM S. GARG, Presiding Officer/Link Officer

नई दिल्ली, 8 अक्टूबर, 2021

का.आ. 708.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एसोसिएटेड स्टोन इंडस्ट्रीज (कोटा) लिमिटेड, कोटा राजस्थान के प्रबंधन के संबद्ध नियोजकों और राष्ट्रीय मजदूर संघ, (इंटक), कोटा, राजस्थान के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 56/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.10.2021 को प्राप्त हुआ था।

[सं. एल-29012/18/2011-आईआर (एम)]

डी. गुहा, अवर सचिव

New Delhi, the 8th October, 2021

S.O. 708.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2012) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Associated Stone Industries (Kota) Ltd., Kota Rajasthan and Rastriya Mazdoor Sangh, (INTUC), Kota, Rajasthan which was received by the Central Government on 08.10.2021.

[No. L-29012/18/2011-IR(M)]

D. GUHA, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 56/2012

रेफरेन्स नं.—L-29012/18/2011-IR(M) दिनांक 16.04.2012

राधामोहन चतुर्वेदी, पीठासीन अधिकारी
मंत्री, (श्रमिक स्वयं वासुदेव झा पुत्र श्री गोविंद झा)
राष्ट्रीय मजदूर संघ, (इंटक)
रामगंज मन्डी, जिला— कोटा, राजस्थान

बनाम

प्रेसीडेन्ट,
एसोसियेटेड स्टोन इन्डस्ट्रीज (कोटा) लि.,
रामगंज मन्डी
जिला— कोटा, राजस्थान

उपस्थित :-

प्रार्थी की तरफ से : आर. सी. जैन प्रतिनिधि
अप्रार्थीगण की तरफ से : श्री मुनेश चन्द्र शर्मा — अभिभाषक

: अधिनिर्णय :

दिनांक : 25.08.2021

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 16.04.2012 को औद्योगिक विवाद अधिनियम 1947 (जिसे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (डी) एवं 2 ए के प्रावधानों के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :

“Whether the action of the management of M/s. Associated Stone Industries (Kota) Limited, Ramganj Mandi, Kota in terminating the services of Shri Basudev Jha S/o Govind Jha w.e.f. 21/11/2010 is legal and Justified? What relief the workman is entitled to and from which date?”

2. उपर्युक्त विवाद अधिकरण में प्राप्त होने पर उभयपक्ष को आहूत किया गया। तदुपरांत प्रार्थी ने अपने दावे का अभिकथन मंत्री, राष्ट्रीय मजदूर संघ, (इंटक) रामगंज मन्डी के माध्यम से प्रस्तुत किया। विपक्षी ने अपना प्रतिउत्तर प्रस्तुत किया। दि. 25.8.2021 को जब यह विवाद विपक्षी के प्रार्थना-पत्र दि. 4.9.2019 के निस्तारण हेतु नियत था। प्रार्थी (श्रमिक वासुदेव झा) ने एक प्रार्थना-पत्र प्रस्तुत करते हुये यह कहा कि उसका प्रबंधक (विपक्षी) के साथ समझौता हो गया है और उसने विपक्षी से एक लाख पचास हजार रुपये की राशि चेक के माध्यम से प्राप्त कर ली है। उसका अब विपक्षी से अब कोई विवाद शेष नहीं रहा है।

3. उक्त प्रार्थना-पत्र पर विपक्षी ने भी अपनी सहमति व्यक्त की है। उभयपक्ष द्वारा प्रस्तुत समझौता प्रपत्र उभयपक्ष को पढ़कर सुनाया गया और सही स्वीकार करने पर सत्यापित किया गया। उक्त समझौता पत्र इस अधिनिर्णय का एक भाग है जो संलग्न किया जा रहा है।

4. उपर्युक्त समझौते के आधार पर यह प्रकट होता है कि उभयपक्ष के मध्य अब कोई विवाद शेष नहीं रहा है तथा प्रार्थी विपक्षी के विरुद्ध जो अनुतोष प्राप्त करना चाहता था वह विपक्षी द्वारा उसे प्रदान किया जा चुका है।

5. अतः श्रम मंत्रालय भारत सरकार द्वारा इस अधिकरण को न्यायनिर्णयन हेतु संदर्भित विवाद का निस्तारण इसी प्रकार किया जाता है।

6. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी